THE PRINCIPAL DISTRICT AND SESSIONS JUDGE, D.K., MANGALURU

E-TENDER NOTIFICATION No.CRS/12414/2026 Dated 23.09.2026

TENDER REFERENCE NUMBER: HCK/2026-27/IND0076

PROCUREMENT OF FURNITURE TO THE COURTS IN DAKSHINA KANNADA DISTRICT

Office of the Principal District and Sessions Judge

District Court Complex, Court Road,
Kodialbail, Mangaluru - 575003

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Website: https://dk.dcourts.gov.in/

Phone : 0824-2444005

1. INTRODUCTION The Prl. District and Sessions Judge, D.K., Mangaluru intends to go for Procurement of Furniture to the Courts working in D.K. Unit.

2. QUANTITY & LOCATION OF SUPPLY:

Sl. No.	Description	Court	No. of Items
1	Furniture	District Court, Mangaluru	80
		Prl. Senior Civil Judge and CJM, Mangaluru	15
2		Prl. Civil Judge & JMFC, Mangaluru	6
3		JMFC (II Court) Mangaluru	7
4		JMFC (IV Court) Mangaluru	5
5		JMFC (V Court) Mangaluru	5
6		JMFC (VI Court) Mangaluru	5
7		JMFC (VII Court) Mangaluru	7
8		JMFC (VIII Court) Mangaluru	6
9		JMFC (IX Court) Mangaluru	2
10		Civil Judge and JMFC, Kadaba Itinerate sitting (Prl. Civil Judge and JMFC, Puttur)	2
11		Prl. Senior Civil Judge and JMFC, Bantwal	8
12		Prl. Civil Judge and JMFC, Bantwal	4
13		I Addl. Civil Judge and JMFC, Bantwal	6
14		Prl. Civil Judge and JMFC, Belthangdy	2
15		Prl. Senior Civil Judge and JMFC, Sullia	3
16		Prl. Civil Judge and JMFC, Sullia	4
17		Prl. Senior Civil Judge and JMFC, Moodabidri	4
18		Prl. Civil Judge and JMFC, Moodabidri	4
		Total	175

The Furniture quantity mentioned above is to be supplied as per distribution matrix at Annexure-9. Number of items may vary subject to funds available for the purpose.

3. TECHNICAL SPECIFICATIONS:

01	Furniture	Annexure-8

The specifications of Furniture are approved by the High Court of Karnataka. In case of any clarifications/queries, interpretation of Technical Specifications by the Prl. District & Sessions Judge, D.K., Mangaluru is final.

4. SCOPE OF WORK:

a) **Supply of Furniture** as per specifications in **Annexure-8** with not less than Two years of warranty for Furniture.

b) The above said Furniture shall be supplied by the successful bidder within **4 (Four)** weeks from the date of award of contract / Purchase Order.

c) The Successful Bidder, after Supply of Furniture to the respective locations of D.K. District shall collect Delivery Challan

The above reports shall be collected within 7 (Seven) working days from the date of delivery, duly signed by the concerned authorized person by respective location with a proper documentation with seal.

d) **Information sharing:** Item description, warranty period, name of Court Complex location etc., are to be affixed in a sticker on individual unit and consolidated data shall be furnished to the District and Sessions Court, D.K., Mangaluru.

5. QUALIFICATION CRITERIA:

Sl. No.	Qualification	Criteria
1	**Annual Turnover:** The Bidder should have an annual turnover of a minimum average of 40 Lakhs in the last three financial years 2023-24, 2024-25, and 2025-26. Turnover Information along with documentary evidence in support shall be furnished as Annexure-1 - Financial Status. The turnover information shall be furnished with Charted Accountant certificate only	**Annexure-1**
2	**Past Experience:** The bidder should have executed supply of furniture worth Rs.40 Lakhs , in a single or multiple projects during the last 3 years.	**Annexure-2**
3	**Details of the bidder:** Company Information shall be furnished as per - Annexure-3. Bidder/Manufacturer who have a head office/Regional office in Mangaluru are preferred.	**Annexure-3**

4	**Under taking by Manufacturer**- The End of Life of the Products quoted/supplied shall be a minimum of 3 years. The Manufacturer should give an undertaking to this effect.	**Annexure-4**
5	**PRODUCT WARRANTY:** All product and accessories should have Manufacturer warranty of minimum 2 years, the letter from Manufacturer on their letter head confirming to this should be attached with the tender.	**Annexure-5**
6	**The Undertaking by Participant/Bidder in conformity with the following** Undertaking by participant/Bidder in pursuance to Govt. Circular on Border Country and sharing- vide circular no: FD 455 Exp-12/2020, Dated: 10.03.2021, where clarifications issued by the office Memorandum No:F.18/37/2020-PPO, Dtd: 08.02.2021, or any other GO pursued later as per pro-forma attached enclosed at Annexure-10. * Other Tender Terms and Conditions.	**Annexure-6**
7	Undertaking - Annexure - III of the Government of Karnataka G.O No. FD-455 EXP-12, 2020 Bengaluru, dated 01.04.2023	**Annexure-7**
8	Technical Specification of Furniture.	**Annexure-8**
9	Distribution Matrix for supply of Furniture shall be issued to the Successful bidder along with Purchase Order	**Annexure-9**

6. PERIOD OF WARRANTY:

a) The comprehensive on-site warranty shall be for a period of 02 years for Furniture with comprehensive on-site support.

b) If additional period of warranty is provided by the vendor at the same cost, will be treated as an added advantage and accepted without financial implication to the Prl. District & Sessions Judge, D.K., Mangaluru.

7. EARNEST MONEY DEPOSIT (EMD):

Bidder shall pay **Rs.50,000/- (Rupees Fifty Thousand only)** as the Earnest Money Deposit. The tender without the EMD would be rejected outright.

8. PERIOD OF RATE CONTRACT:

This rate contract shall be valid for a period of 12 (Twelve) months from the date of entering into the agreement for additional procurement as per the GFR Central Vigilance Commission Guidelines 2017 and KTPPAct 1999 and Rules 2000. The Principal District and Sessions Judge, D.K., Mangaluru reserves the right to place orders for additional quantities as and when required, during this period.

9. RESPONSIBILITY OF THE SUCCESSFUL BIDDER:

a) Supply of Furniture as per **Annexures-9 (Distribution List)** within **4 (Four)** weeks and as per terms mentioned in clause 4 of this document.

b) Provide comprehensive on-site maintenance of Furniture for 02 years as mentioned in clause 6 of this document during the period of warranty.

c) The Successful Bidder/Manufacturer has to execute agreement within 15 days from the date of issuance of Purchase Order as approved by the Prl. District & Sessions Judge, D.K., Mangaluru.

d) The successful bidder shall supply Furniture of standard industrial grade quality.

10. PAYMENT AND PENALTY:

(a) <u>Payment:</u> The payment terms shall be as follows:

i. Payment shall be processed in full on receipt of the Supply of Furniture reports as referred in Clause 4 and Clause 11.6 of RFP.

ii. The Prl. District & Sessions Judge, D.K., Mangaluru is entitled to make recoveries of GST, TDS and penalties as per clause 10(b), excess payment and applicable taxes from bidder's invoice if lawfully needed.

iii. The Prl. District and Sessions Judge, D.K., Mangaluru is not liable to pay additional Taxes in the event of change in Tax structure. In the event on raise in Tax structure, bidder shall absolve all the applicable taxes.

iv. The bidder shall submit Furniture supply completion certificate in proper manner required by this Office. Incomplete submission of completion certificate will delay the payment.

(b) Penalty for late delivery: If successful bidder fails to supply Furniture within **4 (Four)** weeks from the date of award of contract, a penalty of 1% of the Unit cost per Furniture per week of that location will be charged and deducted from the amount payable to bidder. If the bidder fails to supply the Furniture within 4+4 weeks from the date of issuance of PO, that Purchase Order will be cancelled and a fresh PO will be issued to the next bidder.

11. OTHER TERMS OF CONTRACT:

11.1) This tender is of two document bid i.e. Technical and Commercial and is processed following the Central Vigilance Commission Guidelines 2017, GFR and KTPP Act 1999 and Rules 2000 as applicable .

11.2) Quote: The bidders shall quote in Indian Rupees and the quoted price shall be inclusive of all taxes, duties, statutory levies, supply, freight & forwarding. Any modification / change in the quoted price is not allowed after the submission of the bid.

11.3) Licenses: All licenses pertain to supplied Furniture should be in the name of the "**The Prl. District & Sessions Judge, D.K., Mangaluru.**"

11.4) Unresponsive Bids: Bids with incomplete documentation will be treated as non-responsive and summarily be rejected. **Bidders are hereby informed to ensure that all documentation/supporting documentation in support of qualification criteria, testimonials etc., are complete and submitted as part of the Bid.**

11.5) Performance Bank Guarantee (PBG): The successful bidder is required to furnish an unconditional and irrevocable Bank Guarantee from any Nationalized

Bank for an amount equivalent to 5% of total price as quoted in the commercial bid within 15 days of issue of Purchase Order valid for the period of contract + 3 months. Else, EMD amount would be forfeited.

11.6) Reports: Reports to be collected from the Court Location by the successful bidder - After supply of Furniture at respective Court Locations, the successful bidder shall collect the reports as contemplated in Clause-4 of RFP.

11.7) Termination of contract: The Prl. District and Sessions Judge, D.K., Mangaluru reserves the right to cancel the contract placed on the bidder if

a) The bidder commits breach of any of the terms and conditions.

b) The bidder goes in to liquidation voluntarily or otherwise.

c) The service is found unsatisfactory during the warranty period.

d) The bidder fails to attend the warranty calls in time as contemplated in SLA.

e) The bidder fails to supply within 4+4 weeks from the date of PO.

f) The bidder fails to supply the Furniture as per clause 9(d) of this document.

11.8) Variation in quantity: The quantity of items to be procured is indicative. If additional requirement arises, the bidder is required to supply at the agreed rates during the period of one year from the date of agreement for implementation of Projects in District Judiciary, D.K. Final Quantity will be subject to availability of Funds.

11.9) Validity of the Bid: The bid validity is 30 days from the date of opening the Technical Bid.

11.10) Forfeiture of the Earnest Money Deposit (EMD):

a) If the bidder withdraws his bid during the period of bid validity

-OR-

b) In case of successful bidder fails to execute the agreement as per clause 9(c) and furnish the Performance Bank Guarantee (PBG) as per Clause 11.6 within 15 days from the date of issuing of purchase order.

11.11) Unsuccessful bidder's Earnest Money Deposit (EMD): EMD refund will be initiated in KPP portal as early as possible.

11.12) Successful bidder's Earnest Money Deposit (EMD): will be discharged upon the bidder furnishing the Performance Bank Guarantee (PBG) as per other compliances of Supply, Refund of EMD of Successful bidder will be initiated on completion of supply and submission of all reports, invoice and on furnishing PBG (Performance Bank Guarantee).

11.13) The bidder should not have been blacklisted: by Central Government/ Government of Karnataka/any Other State Government/UT or its agencies for any reasons including corrupt or fraudulent practices or for indulging in unfair trade practices or for backing out from execution of contract after award of purchase order.

11.14) Pending Judicial Case: Neither the bidder nor the Manufacturer should have any pending case with Central/State/UT pertaining to fraud/any corrupt practices in India.

11.15) Tax / Currency Rate Variation: The Principal District and Sessions Judge, D.K., Mangaluru is not responsible for variation in tax structure after submission of bid.

12. BID FORMAT:

The tender is of Two Document Bid Proposal which consists of Technical and Commercials Bids- to be submitted separately by the bidder on or before the specified date and time, in KPP Portal in relevant fields only. No manual submission or uploading of commercial bid in any other format is permissible. Manual submission / uploading Commercial Bid in any other format are liable for rejection.

(a) Technical Bid:

Technical Specifications - In Support of technical parameters, bidder shall upload data-sheet, technical brochure which shall be part of the **Annexure - 1** and are required for needful scrutiny. Uploading of Annexures-1,2,3,4,5 & 6 is mandatory. Supported documents with regard to **Annexure-1 & 2,** turn over / Experience information shall be uploaded.

(b) Commercial Bid:

Bidder shall upload his offer per unit inclusive of taxes, GST, all taxes, freight & forwarding etc., in respective commercial column fields in KPP portal only, including for the said period of warranty. The bidder shall not upload commercial document in any form other than entering the unit price offers in relevant fields of KPP portal. Format in KPP Portal will be as below:

COMMERCIAL BID FORMAT

Sl.No.	Furniture as per Annexure-11	Quantity	Unit Price In INR including all taxes	Quoted Amount (Col.3X4)
1	*2*	*3*	*4*	*5*
1	Steel Almirah	83		
2	Superintendent Table	3		
3	Office Table	5		
4	Steel Racks	37		
5	Executive Revolving Chairs for Officers	11		
6	Drawer Set/Office cabinate with wheels	5		
7	Revolving Chairs/Office Chairs for Staff	10		

8	4 Wheeler Iron/Steel Trolleys for movement of records	7		
9	Aluminium Ladders	2		
10	Wooden Stools	10		
11	Wheel Chairs for Physicaly Handicapped persons	2		

(a) (i) Determination of L1 will be as per clause 14(b) of this tender document.

13. SUBMISSION, RECEIPT AND OPENING OF BIDS TIME LINES: The original proposal shall be uploaded in the KPP portal of Government of Karnataka on or before the due date. Tentative dates are as below:-

Last Date for Bid Submission: The last date for bid submission through KPP portal of Government of Karnataka and the date of opening of tenders will be as mentioned below:

a) LAST DATE FOR SUBMISSION OF BIDS: **08/10/2026 @ 05:00 PM.**

b) DATE FOR OPENING OF TECHNIAL BIDS: **12/10/2026 @ 11:00 AM**

c) Date of opening of Commercial Bids of Technically Qualified Bidders: **15/10/2026 @ 11:00 AM** or within 3 (three) working days from the date of declaring technically qualified bids.

14. BID EVALUATION:

(a) The Technical bid will be opened as per clause 13(b) in KPP portal. Further commercial bids of technically qualified bidders will be opened in e-portal as per the schedule at clause 13(c).

(b) The successful bidder will be determined on the lowest quote determined to be substantially responsive, competitive with reasonableness and the Best Value Bid by considering and evaluating the running cost to be incurred during 2 years warranty period.

(c) The evaluation will be done in two phases i.e., Technical and Commercial evaluation, by the Tender Inviting Authority i.e.. Chief Administrative Officer, District & Sessions Court, Dakshina Kannada District & The Accepting Authority i.e., Hon'ble Prl. District & Sessions Judge, Dakshina Kannada District, as designated by Hon'ble High Court Of Karnataka, Bengaluru. Any time during the process of evaluation the Office of the Prl. District & Sessions Judge Court, Dakshina Kannada District, may seek specific clarifications from any or all Bidders on the recommendation of Tender Inviting & Accepting Authority. The Evaluating Authority due to paucity of time may seek such clarification over Telephone call or e-mail. In case the bidder does not respond back within 24 hours of placing of Telephone call and/or sending e-mail(both in case of successful or unsuccessful communication).

15. AWARD OF CONTRACT: The Contract will be awarded to the successful Bidder who's Bid has been determined to be substantially responsive, competitive with reasonableness and the Best Value Bid. The decision of The Prl. District and Sessions Judge, D.K., Mangaluru is final in this regard.

16. The Principal. District and Sessions Judge, D.K., Mangaluru is not liable or responsible for any error/problem that may be faced while uploading bid in KPP portal, online failure or any other reasons.

17. The Principal. District and Sessions Judge, D.K., Mangaluru reserves the right to cancel the tender for any reason with out notice.

18. ARBITRATION AND JURISDICTION: Any dispute among the parties arising out of this contract / Tender or otherwise shall be settled by arbitration in accordance with the Arbitration Centre within jurisdiction at Mangaluru. This Agreement is to be construed in accordance with the laws of the State of Karnataka.

Sd/- (XXX)
23/9/26
(BASAVARAJ)
Prl. District & Sessions Judge,
D.K., Mangaluru.

ANNEXURE-1

(Financial status of the Firm - Bidder)

To:

The Hon'ble Prl. District and Sessions Judge,

D.K., Mangaluru – 575003.

Sir,

Sub: Supply of Furniture to the Hon'ble Prl. District and Sessions Judge, D.K., Mangaluru

We hereby certify that Sales Turnover/Revenue from Business operations of M/s..... is as below for the periods mentioned.

Sl. No.	Financial Year	Annual Turnover (in Rs.)	
1	2023-24		
2	2024-25		
3	2025-26		

Seal and Signature of the Chartered Accountant

Membership number of CA:

Note to bidders:

a) Enclosing of supporting documents such as Audited Statement of accounts and IT returns for all three years is essential for qualifying in the Technical bid

b) The value of Sales Turnover/Revenue from Business operations indicated above should tally with the Revenue from Sales/Operations indicated in the Trading/Profit & Loss Account for the corresponding years. In case of variation between the both, the lowest one will be considered for the purpose of evaluation of eligibility.

Authorized Signature with seal

ANNEXURE-2

Experience and Details of value of work orders - Bidder

To:
The Hon'ble Prl. District and Sessions Judge,
D.K., Mangaluru – 575003.

Sir,

Sub: Supply of Furniture to the Courts working in D.K., unit.

Sl. No.	Financial Year	Organization with full address, Name of the contact person, and Phone Number	Supply/ work order No. and Date	Total Value of the Order	Copy of the work Order enclosed (Yes or no)	Satisfactory Certificate issued by the client enclosed (Yes or no)
A	B	C	D	E	F	G
1	2023-24					
2	2024-25					
3	2025-26					

Note: Enclosing of supporting documents is essential for qualifying in the Technical bid.

(Seal & Signature of the Authorized Signatory of the Bidder.)

ANNEXURE-3
Details of the Bidder

To:
The Hon'ble Prl. District and Sessions Judge,
D.K., Mangaluru – 575003.

Sir,

Sub: Supply of Furniture to the Courts working in D.K., unit.

Name of the firm	
Office Address	
Telephone Number	
Work Address	
Telephone Number	
Name of the Authorized Signatory of the Tenderer Phone/ Mobile Phone No. Email ID	
Name of the Contact person Phone/Mobile No. Email ID	
Status of the Bidder (such as Govt. Organization/Undertaking, Public/Private Ltd. Co., Partnership Firm, HUF, SSI, Dealer/Distributor/Stockiest, etc.)	
Registration of the bidding Firm/Incorporation of Company/Establishment Registration Details	Registration of Firm/Incorporating of Company/Establishment Registration No.....and Date.....
Details of OEM	Name of the OEM: Address of the OEM: Authorization Certificate/letter No. ..... and date.....valid up to.....
GST Registration	OEM No..... and Date..... SERVICE CENTER – No.....and date
Details of ISO Certificate	No..... Date.....Valid up to.....
Date:	(Seal & Signature of the Authorized Person of the Bidder)

ANNEXURE - 4
UNDERTAKING BY OEM/MANUFACTURERS

To:

The Hon'ble Prl. District and Sessions Judge,
D.K., Mangaluru – 575003.

Sir,

Sub: Supply of Furniture to the Courts working in D.K., unit.

(Shall be submitted in case of bidder being either OEM or Authorized Distributor/Dealer)

No. Dated:

Ref: Tender number and date.....

We are established and reputable manufacturers of (name and description of goods offered) having factories at (address of factory) do hereby ensure that there will be no end of Life of the products quoted by us for a minimum **03 years** and we undertake for providing necessary after-sales service/technical support for at least **next 05 years** for the products supplied by us/through our authorized distributor M/s (Name and address of Agent).

We are extending our technical and business support to the Participant/Bidder:

.....name and address.

Yours faithfully,
For.....

(Name, Sign, and seal of Authorized signatory of OEM)

Note to bidders:

i. This letter should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to legally bind the manufacturer.

ii. Enclosing of Supporting documents is essential for qualifying in the Technical bid

ANNEXURE - 5
UNDERTAKING BY OEM

To:

The Hon'ble Prl. District and Sessions Judge,
D.K., Mangaluru – 575003.

Sir,

Sub: Supply of Furniture to the Courts working in D.K., unit.

(Shall be submitted in case of Bidder's absence, issued by OEM)

No. Dated

Ref: .....Tender number and date.....

We who are established and reputable manufacturers of (name and description of goods offered) having factories at (address of factory) do hereby confirm that we would provide necessary after sales service/technical support for minimum 5 years for all the products quoted by us. We undertake technical support for the product.

We are extending our technical and business support to the

Participant/Bidder:

.....name and address.

Yours faithfully,

For..... OEM Name

(Signature of the Authorised Signatory,
Official Seal of the OEM)

ANNEXURE-6
Undertaking by Participant/Bidder

(vide circular no: FD 455 Exp-12/2020, Dated:10.03.2021, where clarifications issued for the office Memorandum No:F.18/37/2020-PPO, Dtd:08.02.2021) and

(Vide GoI Letter No. F.No. 6/18/2019 - PPD, dtd: 23.07.2020 Order (Public Procurement No. 1 and 2) dated 23.07.2020 &

Order (Public Procurement No.3) dated 24.07.2020 and Circular of GoK vide No. FD 455 Exp-12 2020 Dated: 29.03.2021.

To:

The Hon'ble Prl. District and Sessions Judge,

D.K., Mangaluru – 575003.

Sir,

Subject: Supply of Furniture to the Courts working in D.K., unit.

(On Rs.100/- stamp paper, Notarized)

I/We hereby submitting our bid for Supply of Furniture to the Courts working in D.K., unit.

1. I/We hereby undertake that,

a) Supply of Furniture to the Courts working in D.K., unit.

b) The terms and conditions of the RFP tender are part and parcel of this undertaking.

c) I/We agree to a minimum Warranty period of ..... years for all the supplies and installations. The Warranty will carry replacement of spare free of cost, service, and maintenance.

d) I/We hereby confirm that we have not quoted a higher price than what was offered by Tenderer/OEM in any state in India in the past year, apart from the escalation of price due to market conditions. In case of an increase in price beyond 5%, we hereby undertake to furnish complete details of break up prices and cost components substantiating the price variation, as and when required by the tender inviting authority.

e) All the statements, documents, testimonials, certificates, etc., uploaded are genuine and the contents thereof are true.

f) I/We hereby undertake that all the components/ parts etc., used in the equipment from respective OEMs/OSDs are not refurbished/ duplicate/second-hand products.

g) Any of our personnel, representatives, sub-consultants, sub- contractors, service providers, suppliers, and/or their employees will not directly or

indirectly, engage in any activity that may intervene, interfere and/or influence the procurement process at any stage.

h) Indemnify and compensate the purchaser from any penalties and costs that may be incurred due to lapse/s on our part including incorrect/misrepresented/forged documents or statements.

I/We have not blacklisted/barred in any of the Govt./Private origination from participating in the Tenders or effecting supplies/services OR by Govt E-marketing portal for listing their items due to not meeting critical conditions/security clearance etc. etc during the past.

OR delisted/barred/penalized by the (Government e-Marketing Portal (GeM) for the reasons of not fulfilling or breaching of terms of the Portal as on the date of Tender submission.

i) I/We is aware of the fact that, if the information provided by us in this certificate/declaration is found to be false at any stage, this would be a ground for immediate termination of order/ contract/ LOI and further legal action against us in accordance with the law.

Date:

Authorized Person's Signature of the
participant Bidder
Name & Designation with Seal

***Should be sworn before a Notary**

ANNEXURE-7

Undertaking by Bidder

Government Order No. FD 455 Exp-12 2020 Bengaluru
Dated: 01.04.2023.

In view of the circumstances explained in the preamble, all the Procurement Entities, as defined in Section 2(d) of KTPP Act, are hereby ordered to procure the required goods, works (including turnkey projects) and services (including consultancy services and non consultancy services) after observing the following directions:-

Requirement of Registration:

1. All the Procurement Entities shall ensure that any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority as specified in Annexure- 1.
2. Any bidder (including an Indian bidder) who has a Specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority, specified in Annexure-1.
3. The requirement of registration for cases covered by paragraph 1 above has been applicable since 25.08.2020. The requirement of registration for cases covered by paragraph 2 will be applicable for all procurements where tenders are issued/ published after 01.04.2023.
4. In tenders issued after 25.08.2020 or 01.04.2023, as the case may be, the provisions of requirement of registration of bidders and of other relevant provisions of this Order shall be incorporated in the tender conditions.

Applicability:

5. This order shall apply to all the Procurement Entities as defined in Section 2(d) of KTPP Act. including all autonomous bodies and Public Private Partnership Projects receiving financial support from the Government or public sector enterprises/undertakings.
6. This order will not be applicable for cases falling under Annexure

Definitions:

7. "Bidder" for the purpose of the Order (including the term 'tenderer', `consultant', Vendor' or 'Service Provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint

venture (that is an association of Sevaral persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.

8. "Tender" for the purpose of the Order will include other forms of procurement, except where the context requires otherwise.

9. "Transfer of Technology" means dissemination and transfer of all forms of commercially usable knowledge such as transfer of know-how, skills, technical expertise, designs, processes and procedures, trade secrets, which enables the acquirer of such technology to perform activities using the transferred technology independently. (Matters of interpretation of this term shall be referred to the Registration Committee constituted by the Department of Promotion of Industry and Internal Trade, Government of India and the interpretation of the Committee shall be final).

10. "Specified Transfer of Technology" means a transfer of technology in the sectors and / or technologies, specified in paragraph 14, occurring on or after 25.08.2020.

11. "Bidder (or entity) from a country which shares a land border with India" for the purpose of the Order means

a) An entity incorporated, established or registered in such a country; or
b) A subsidiary of an entity incorporated, established or registered in such a country; or
c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
d) An entity whose beneficial owner is situated in such a country; or
e) An Indian (or other) agent of such an entity; or
f) A natural person who is a citizen of such a country; or
g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

12. Beneficial owner for the purposes of 11(d) will be as under:

i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.

Explanation:-

a. "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;

b. "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

13. "Agent" for the purpose of the Order is a person employed to do any act for another, or to represent another in dealings with third persons.

[Note:

i. A Person who procures and supplies finished goods from an entity from a country which shares a land border with India will, regardless of the nature of his legal or commercial relationship with the producer of the goods, be deemed to be an Agent for the purpose of this Order.

ii. However, a bidder who only procures raw material, components etc., from an entity from a country which shares a land border with India and then manufactures or converts them into other goods will not be treated as an Agent.

Sensitive Sectors / Technologies (relevant only for the provisions on ToT arrangements):

14.) (i) Certain sectors and technologies have been identified as sensitive from the national security point of view. The sectors listed in Schedule I to this Order are considered Category-I sensitive sectors. The sectors listed in Schedule ll to this order are considered Category-II sensitive sectors. The technologies listed in Schedule III are considered sensitive technologies.

(ii) For **Category-I** sensitive sectors, bidders with ToT arrangement in any technology with an entity from a country which shares a land border with India shall require registration.

(iii) For **Category-II** sensitive sectors, bidders with ToT arrangement in the sensitive technologies listed in schedule III, with an entity from a country which shares a land border with India shall require registration.

(iv) In **Category-II** sensitive sectors, the Secretary (or an officer not below the rank of Joint Secretary to Government of India, so authorized by the Secretary) of the Ministry/Department of the Government of India is empowered, after due consideration, to waive the requirement of registration for a particular item / application or a class of items/ applications from the requirement of registration, even if included in **Schedule III**. The Ministry/Department concerned shall intimate the Department for Promotion of Industry and Internal Trade(DPIIT)and National Security Council Secretariat (NSCS) of their decision to waive the requirement of registration. Ministries / Departments of the Government of India are not required to

consult the DPIIT / NSCS before deciding and are only required to intimate the decision to DPIIT / NSCS. If any point is raised by DPIIT / NSCS, it should be considered in future procurements; ongoing procurement for which the waiver was granted need not be interrupted or altered.

15. Based on security considerations, a Ministry/Department in a **Category ll** sensitive sector or other Ministries/Departments may recommend to DPIIT inclusion of any other technology in the list of sensitive technologies, either generally or for their Ministry/Department.

Sub-contracting in works contracts

16. In works contracts, if sub-contracting is allowed, including turnkey contracts, contractors shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. The definition of "contractor from a country which shares a land border with India" shall be as in paragraph 11 above. This shall not apply to sub-contracts already awarded on or before 25.08.2020.
[**Note**: Procurement of raw material, components, etc., does not constitute subcontracting.]

Certificate regarding compliance

17. An undertaking shall be taken from bidders in the tender documents (Annexure Ill) that the extant guidelines for participation in the tenders

(which should include conditions for implementation of this Order) have been complied with. If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for debarment and further legal action in accordance with law.

Validity of registration

18. In respect of tenders, registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.

19. Model Clauses and Model Certificates which may be inserted in tenders / obtained from Bidders are given at Annexure-III and there is no change in remaining clauses of the Standard Tender Documents.

20. The clauses as in Annexure - Ill enclosed herewith this order are to be inserted mandatorily by all the Procurement Entities, as defined in section 2(d) of the Act, under Eligibility conditions in all the Tender Documents including Standard Tender Documents wherever applicable for procurement of goods, works (including Turnkey Projects) and services (including consultancy and non-consultancy services).

21. All procurement Entities, as defined in section 2(d) of the Act, shall ensure that the above instructions are followed strictly in respect of all procurements. It may be noted that any violation of KTPP Act 1999 and Rules, 2000 attracts the penal provision under Section 23 of the Act.

22. This order comes into effect from 01.04.2023 in supersession of earlier orders, circulars issued in this regard.

By order and in the name of
Governor of Karnataka

Annexure- 8

Technical Specifications of Furniture

Sl No	Particulars of articles required	No. of articles required
1.	**STEEL ALMIRAH (6 ½ FT)** *** SIZE 1.98 m H x 915 cm W x 48 cm D** (including leg of 15.24 cm) gauge-18 fitted with four fixed shelves making five compartments double door with three way locking device and duplicate keys, all joints outside and inside should be spot or arc welded and neatly finished by grinding. The outside corners should be rounded off to give good appearance. The edges of doors and shelves should be properly bent U-shape of 25 mm width to ensure good strength on the edge of U-bent of the door lengthwise should be double folded and neatly finished. The shelves front side should be bent to U-shape neatly finished to avoid any possible cuts to fingers and hand when handled. Longitudinal rib of 15.24 cm wide including bent to required shape should be provided and fixed to each door at its centre. The breadth of the shelf in the Almirah should be to the entire width leaving about 12-mm gap from the shutter when it is closed. **LOCKING DEVICE:** Three way locking device with 10 gauge M.S.Sheet for locking and lever plate, and with locking rod of 10 mm diameter with strong bracket at top and bottom to hold the locking rod with six lever lock should be provided. 65 mm size 6-lever strong lock to be fixed. Handle be made out of brass cast alloy.	83
2	**SUPERINTENDENT TABLE** **Size 152 cm L X 91.44 cm W X 76 cm H** top with laminated sheet backing 1.94 cm thick black board, legs 4.44 X 4.44 cm finished section one drawer and a cupboard are provided on the right side. These are made out of 6 mm one side teakwood plywood cross bars of 5.08 cm X 2.54 cm section are used whereever necessary. Sufficient knee space provided on the left side Teakwood portion is polished nicely with central locking system.	3

3	**OFFICE TABLE** **Size 122 cm L X 76cm B X 76 cm H**, top with laminated sheet backing 1.94 cm thick black board, legs 4.44 X 4.44 cm finished section one drawer and a cupboard are provided on the right side. These are made out of 6 mm one side teakwood plywood cross bars of 5.08 cm X 2.54 cm section are used whereever necessary. Sufficient knee space provided on the left side Teakwood portion is polished nicely with central locking system.	5
4	**STEEL RACK:** **Size:1.80 m H x 0.90 m W x 0.375 m D** gauge-18 overall with four uprights and five panels, the uprights shall be slotted angle of section 40 x 40 x 2 mm and the panels of size 900 mm x 375 mm x 20 G. The panel should be fixed to the uprights by means of G1. Bolts of sizes 8 mm x 16mm by providing 16nos. standard gussets at corners. The rack shall be painted as per indenter's choice.	37
5	**EXECUTIVE REVOLVING CHAIRS FOR OFFICERS:** Executive revolving chair with tilting and revolving arrangement of standard size 12.7 cm thick foam for the seat and 10.2 cm thick foam for the back covered with feather touch Bohr Rexin. The chair shall be with full high back with head rest and to be fitted on the M.S.(Tubular frame) revolving base with 5 frongs fitted with ball casters. The colour and shade of rexin cloth are as per indenters choice.	11
6	**DRAWER SET/OFFICE CABINETS WITH WHEEL:** Dimension – 1.5 ft L X 1.5 ft B X 2.5 ft H Material – waterproof Plywood 3 shelfs including the top and the Bottom Heavy duty wheels Laminated pasting Weight capacity – 80 kgs Two year warranty Central locking system	5

7	**REVOLVING CHAIRS/OFFICE CHAIRS FOR STAFF:** Chair with tilting and revolving arrangement of standard size 12.7 cm thick foam for the seat, medium back cushioned chair with 10.2 cm thick foam for the back, fixed arm rests, adjustable height. The chair shall be fitted on the M.S. (Tubular frame) revolving base with 5 frongs fitted with ball casters. The colour and shade rexin cloth/Nylon base are as per indenter's choice.	10
8	**4 WHEELER IRON/STEEL TROLLEYS FOR MOVEMENT OF RECORDS** Box size: 2 1/2 ft L x 2 ft W x 2 1/2 ft H Good quality wheel : 6" diameter, rubber, 4 numbers Heavy clamp with 6" diameter and proper gauge. Good quality handle with good grip, round pipe Material : Mild Steel Frame : Mesh Partition Base : HR sheet metal with Folded Edges Finish : Powder coated File/Records loading trolley made up of Mild Steel with Mesh Partition finish of powder coated as per RAL Standard colour code with heavy duty rubber wheels suitable for movement of records in District Court complex. Capacity: Up to 100 kgs of load carrying capacity.	7
9	**ALUMINIUM LADDERS:** Light weight, folding, anti skid, heavy duty aluminium ladders. Height – 6 feet Primary material – Heavy duty aluminium	2
10	**WOODEN STOOLS:** Dimension : 16" L x 13" B x 1.5 ft H Thickness of the top : 1.5" Cross section of legs : 2" x 2" Cross bars : 5 cm x 2.5 cm at top and 4.44 cm x 2.2 cm at bottom Primary material : Very good quality teak wood, teak polish finish.	10

11	**WHEEL CHAIRS FOR PHYSICALLY HANDICAPPED PERSONS:** Folding wheel chair with fixed arm and footrest. Chrome plated steel frame. Solid Mag wheels Rear wheel locks Wide 46 cm(18") seats with hard cushion Load carrying capacity : 150 kgs. Frame Style : Foldable Frame Material : Steel Out to out width in open position : 26 inches Seat Width : 18 inches Total width in closing position : 10 inches Rear wheel size : 23 inches Front Wheel size : 8 inches Seat to Floor Height : 19 inches Seat Depth : 16 inches Back Height : 15 inches Total Height : 34 inches Max User Weight Capacity : 100 kgs Net Weight : 20 kgs Upholstery : Rexine/Premium washable nylon upholstery that provides more comfort. Armrest : Fixed PVC padded armrest. Footrest : Fixed Wheel Quality : Solid wheels Rear Wheel Lock : Yes Fixed seat belt and calf strap	2

Note: Competitor may furnish equivalent model, preferably supported with picture/drawing/model name with their pricing bench marks.

ANNEXURE – 9

Distribution Matrix for supply of Furniture shall be issued to the Successful bidder along with Purchase Order

Sl. No.	Court	Items	Quantity
1	District Court, D.K., Mangaluru	Almirah	14
		Superintendent Table	3
		Office Table	5
		Steel Racks	13
		Executive Revolving Chairs for Officers	11
		Drawer Set	5
		Computer Chairs for Staff	10
		Steel Trolly for movement of records	5
		Aluminium Ladders	2
		Wooden Stools	10
		Wheel Chairs for Physicaly Handicapped persons	2
		Total	**80**
2	Prl. Sr. Civil Judge and CJM, Mangaluru	Almirah	12
		Steel Racks	2
		Steel Trolly for movement of records	1
		Total	**15**
3	Prl. Civil Judge & JMFC, Mangaluru	Almirah	5
		Steel Trolly for movement of records	1
		Total	**6**
4	JMFC (II Court) Mangaluru	Almirah	5
		Steel Racks	2
		Total	**7**
5	JMFC (IV Court) Mangaluru	Almirah	5
		Total	**5**

6	JMFC (V Court) Mangaluru	Almirah	3
		Steel Racks	2
		Total	**5**
7	JMFC (VI Court) Mangaluru	Almirah	5
		Total	**5**
8	JMFC (VII Court) Mangaluru	Almirah	5
		Steel Racks	2
		Total	**7**
9	JMFC (VIII Court) Mangaluru	Almirah	5
		Steel Racks	1
		Total	**6**
10	JMFC (IX Court) Mangaluru	Almirah	2
		Total	**2**
11	Prl. Civil Judge and JMFC, Kadaba, Itinerate sitting (Prl. Civil Judge and JMFC, Puttur)	Almirah	2
		Total	**2**
12	Prl. Senior Civil Judge and JMFC, Bantwal	Almirah	6
		Steel Racks	2
		Total	**8**
13	Prl. Civil Judge and JMFC, Bantwal	Almirah	2
		Steel Racks	2
		Total	**4**
14	I Addl. Civil Judge and JMFC, Bantwal	Almirah	4
		Steel Racks	2
		Total	**6**
15	Prl. Civil Judge and JMFC, Belthangady	Steek Racks	2
		Total	**2**
16	Prl. Senior Civil Judge and JMFC, Sullia	Almirah	2
		Steel Racks	1
		Total	**3**

17	Prl. Civil Judge and JMFC, Sullia	Almirah	2
		Steel Racks	2
		Total	**4**
18	Prl. Senior Civil Judge and JMFC, Moodabidri	Almirah	2
		Steel Racks	2
		Total	**4**
19	Prl. Civil Judge and JMFC, Moodabidri	Almirah	2
		Steel Racks	2
		Total	**4**
Grand Total			**175**

Check List(A)

List of Annexures referred in this RFP:

Sl.No.	Annexure	Description
1	Annexure-1	Financial status of the Firm - Bidder
2	Annexure-2	Experience and Details of value of work orders - Bidder
3	Annexure-3	Details of the Bidder
4	Annexure-4	Undertaking By OEM/Manufacturers
5	Annexure-5	Undertaking By OEM
6	Annexure-6	Undertaking by Participant/Bidder
7	Annexure-7	Undertaking by Bidder Government Order No. FD 455 Exp-12 2020, Bengaluru Dated:01.04.2023.
8	Annexure-8	Technical Specifications of Furniture
9	Annexure-9	Distribution Matrix for supply of Furniture shall be issued to the Successful bidder along with Purchase Order

All pages to be submitted in this RFP/tender is to be imprint/clearly written with sketch pen on the header of each page with tender number, bidder name and **Annexure Number** without fail. This is required to identify the proper pagination for scrutiny purpose. In case not followed, the tender / RFP proposal maybe rejected outright.

Note:

i. Bidder shall upload **Annexure-1 to Annexure-6**

ii. Bidder need not to upload **Annexure-9 (Distribution List)**

iii. Bidder shall enter his offer per unit price inclusive of all taxes in respective commercial fields in KPP portal only, including period of comprehensive onsite warranty of 02 years for Furniture.

iv. Bidder should not upload commercial bids in any kind of documentary format (scanned images/ .pdf /.doc /.docx /.xls /.xlsx) other than uploading in prescribed field in KPP portal of this tender.

v. If any bidder uploads the commercial bids along with technical bid, such bid will be rejected.

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